the original owner, probably retains a right of possession sufficient to maintain trover for a conversion even after he loses the article. See *Buckley* v. *Gross*, 32 L. J. Q. B. 129, 131; SALMOND, TORTS, 2 ed., 320, 321. But see CLERK & LINDSELL, TORTS, 270. Perhaps it would also be expedient to give an adverse possessor similar rights. But *cf.* *Buckley* v. *Gross*, 32 L. J. Q. B. 129, 131. The expiration of a fixed term of bailment, however, or an express notice of the termination of a bailment at will, even where the article has been lost, would seem to terminate the right of possession of the bailee. A right of adverse possession, being in its essence contrary to the intention of the owner from the start, could hardly be cut off by a mere expression of intention. But a rightful bailee who has lost possession of the bailed article could not after his term set up an adverse right without actual possession.

WILLS — CONSTRUCTION — ESTATES BY IMPLICATION. — A will directed the executrix to sell the testator's land and to purchase bonds with the proceeds, the interest from the bonds to be applied to the maintenance of the testator's children. *Held*, that legal title to the land vests in the executrix. *In re Hazelton*, 137 N. Y. Supp. 937 (Surr. Ct., Kings County).

Legal title to land may pass under a will by an implied devise where it is necessary that the executors should have a legal estate for the most efficient performance of the duties placed upon them by the will. See 1 WILLIAMS, EXECUTORS, 10 ed., 489. Thus where executors are directed to pay an annuity out of land, legal title to the land passes to them by implication. *Oates* v. *Cooke*, 3 Burr. 1684; *Anthony* v. *Rees*, 2 Cromp. & J. 75. The same is true where the executors are instructed to collect and pay over rents. *In re Fisher*, L. R. 13 Ir. 546; *Morse* v. *Morse*, 85 N. Y. 53. A devise in such a case is not implied, however, if it will offend some rule of law. *Post* v. *Hover*, 33 N. Y. 593. Where a will provides that the executors shall sell land, they take merely a power of sale, since a power is sufficient to enable them fully to perform that duty. *Doe* v. *Shotter*, 8 A. & E. 905. See 1 SUGDEN, POWERS, 7 ed., 129–131. There seems no reason why the result should be different when, as here, the executors are instructed to invest the proceeds of the sale. *Greenough* v. *Welles*, 10 Cush. (Mass.) 571; *Hope* v. *Johnson*, 2 Yerg. (Tenn.) 123.

WILLS — REVOCATION OF CODICIL BY TEARING — DISPOSITION OF REVOKED LEGACY. — In a codicil to a will in which the defendants were residuary legatees, the testatrix bequeathed a sum of money to a legatee not mentioned in the will. Later she destroyed the codicil with no intention of thereby revoking the will. *Held*, that the legacy contained in the destroyed codicil should not go to the heirs-at-law but should become part of the residuary estate. *Osburn* v. *Rochester Trust & Safe Deposit Co.*, 152 N. Y. App. Div. 235.

Although for many purposes a codicil may republish a will, it clearly does not so incorporate the will into itself that a destruction of the codicil destroys both the will and the codicil. See *Estate of McCauley*, 138 Cal. 432, 434, 71 Pac. 512, 513; *Appeal of Carl*, 106 Pa. St. 635, 641. And since a will and its codicils are construed in law as one instrument the destruction of a codicil would seem to present a situation similar to the cancelation of a single clause of a will in jurisdictions allowing partial revocation by physical act. But what disposition to make of a specific legacy after a non-testamentary revocation thereof is a mooted point. Some courts urge that to allow the legacy to become part of the residuum would in substance be effecting a different testamentary disposition without the formalities required by statute. *Miles's Appeal*, 68 Conn. 237, 36 Atl. 39. *Cf.* *Waln's Estate*, 156 Pa. St. 194, 27 Atl. 59; *Creswell* v. *Cheslyn*, 2 Eden 123. But the better reasoned cases reach the opposite result. *Bigelow* v. *Gillott*, 123 Mass. 102; *Collard* v. *Collard*, 67 Atl.